AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	CONTRACT	_	1. CONTRACT ID CODE		PAGE O	F PAGES		
					,	1	9		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIV		4. REQUISITION/PURCHASE REQ. NO. 5. PF			OJECT NO	D. (If applicable)		
0406 6. ISSUED BY CODE	See Blo	ck 16C		ADMINISTERED BY (If other than Item 6)	CODE	<u> </u>			
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601								
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and	d ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.					
FLUOR HANFORD, INC. Attn: MICHAEL S STRICKLAND P.O. BOX 1000 RICHLAND WA 993541874				9B. DATED (SEE ITEM 11)	0				
				10A. MODIFICATION OF CONTRACT/ORDER N DE-ACO 6-9 6RL13200	···				
CODE	LEACH ITY CO.			10B. DATED (SEE ITEM 13)					
CODE 943416610	FACILITY CO			08/15/1996		_			
The above numbered solicitation is amended as set for				DMENTS OF SOLICITATIONS or receipt of Offers		☐ is not e			
	r already submi is received prior uired) port 16- ODIFICATION C	ted, such change may be to the opening hour and o Net 001 F CONTRACTS/ORDERS	e mae date Ir	de by telegram or letter, provided each telegram o specified. acrease: \$1 MODIFIES THE CONTRACT/ORDER NO. AS DES	20,	makes			
				NGES SET FORTH IN ITEM 14 ARE MADE IN TH					
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMENT				ADMINISTRATIVE CHANGES (such as changes in TY OF FAR 43.103(b). RITY OF:	праунц	y omce,			
D. OTHER (Specify type of modification									
X B.2 Obligation of Fu				rn 0 copies to the issuing					
E.IMPORTANT: Contractor Sis not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (DBLIGATION NOTICE NUMBER 1 (A. This modification increas \$9,372,010,025.08 to \$9,372,1	Organized by U FY 2016)	total amount	luding	g solicitation/contract subject matter where feasible	le.)		-		
B. The first sentence of Corfollows: "The amount present is nine billion, three hundre twenty-five dollars and eight	ly obliced seven	gated by the ty-two millio	Go	vernment with respect to one hundred thirty thous	thi	s con			
Attachments:									
Continued									
Except as provided herein, all terms and conditions of the	document refe	renced in Item 9 A or 10A	, as l	heretofore changed, remains unchanged and in fu	ull force	and effect	i.		
5A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
			Timothy E. Corbett						
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	168	ONITED STATES OF AMERICA		160	C. DATE SIGNED 11/18/2015		
(Signature of person authorized to sign)			_	(Signature of Contracting Officer)		_	., , , ,		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AC06-96RL13200/0406
 PAGE DE-AC06-96RL13200/0406
 OF DE-AC06-96RL13200/0406

NAME OF OFFEROR OR CONTRACTOR FLUOR HANFORD, INC.

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Attachment 1 - Conformed Section B				
	Attachment 2 - Financial Plan Detail Report 16-001		ΙI		
	Payment:				
	OR for Richland				
	U.S. Department of Energy				
	Oak Ridge Financial Service Center				
	P.O. Box 4307				
	Oak Ridge TN 37831				
	FOB: Destination		Ш		
	Period of Performance: 08/06/1996 to 08/23/2009				
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PART I - THE SCHEDULE

SECTION B SUPPLIES OR SERVICES AND PRICES/COST

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B.2 OBLIGATION OF FUNDS	B.1	SERVICES BEING ACQUIRED	1
B.3 AVAILABILITY OF APPROPRIATED FUNDS		-	
B.4 ESTIMATED COST AND FEE B.5 SINGLE FEE B.6 RESERVED C B.7 RESERVED			
B.6 RESERVED			
B.7 RESERVED	B.5	SINGLE FEE	
	B.6	RESERVED	
B.8 RESERVED	B.7	RESERVED	
	B.8	RESERVED	

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

B.1 SERVICES BEING ACQUIRED

The Contractor shall be responsible for planning, managing, integrating, operating and implementing a full range of Hanford programs, projects, and other activities as set forth in Section C. The Contractor shall, in accordance with the terms of this contract, furnish all personnel, facilities, equipment, materials, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, or as may be directed by the Contracting Officer within the scope of this contract.

B.2 OBLIGATION OF FUNDS

The amount presently obligated by the Government with respect to this contract is nine billion, three hundred seventy-two million, one hundred thirty thousand, twenty-five dollars and eight cents (\$9,372,130,025.08). Such amount may be increased unilaterally by DOE Contracting Officer written notice to the Contractor and may be increased or decreased by modification to the contract. Estimated collections from others for work and services to be performed under this contract are not included in the funds currently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the DOE Contracting Officer. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans, such as the Financial Plan Report (for individual orders of work for other DOE offices and non-DOE funded work only), established by DOE and furnished to the Contractor from time to time under this contract, unless written direction is provided by the DOE Contracting Officer.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the Government calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which DOE may legally spend or obligate for such authorized purposes. Any work performed that exceeds funds currently obligated by Program Parent controls and specific limitations identified in Contract Modifications to Section B.2 and Financial Plan Reports (for individual orders of work for other DOE offices and non-DOE funded work only), without the written consent of the DOE Contracting Officer, shall be at the Contractor's risk.

B.4 ESTIMATED COST AND FEE

A. The Contract fee pool will be established at the target cost level. If additional scope and associated estimated cost is obligated to the Contract, the fee pool will be adjusted in accordance with paragraph C of this Clause. Additional funding and any associated fee will be added at the sole discretion of DOE.

(1) Estimated Cost:

The estimated cost of the Contract is the total funding provided from October 1, 1996, through September 30, 2008, \$9,232,546,355.56 plus an estimated cost of \$288,165,000.00 (includes fee) for the period October 1, 2008, through August 23, 2009, for total contract estimated cost of \$9,520,711,355.96 (including FY 2009 fee).

The estimated cost, including fee, for the initial contract extension of October 1, 2008 through January 15, 2009 and subsequent contract extensions through August 23, 2009 is set forth as follows (\$ in thousands):

PBS (\$000)	10/01/08 - 1/15/09	1/16/09 - 7/15/09	7/16/09 - 8/23/09	Total FY09 (through 8/23/09)	
RL020 - Safeguards & Security	19,701	25,321	4,231	49,253	
RL040 - Reliability Projects & HAMMER	4,808	6,390	2,646	13,844	
RL041 - B Reactor	0	388	65	453	
RL044/RL100 - B Reactor	0	512	187	699	
General Site Services (1)	36,844	61,224	8,270	106,339	
Pension (1)	33,657			33,657	
Transfers to PRC (1)	-32,881			-32,881	
Project Management Baseline	62,129	93,836	15,399	171,364	
Office of River Protection Legacy Benefit Plans (Fernald)	2,800 3,792	3,728 4,481	2,389 735	8,917 9,008	
Work for Others	15,805	46,500	10,178	72,483	
ARRA Support to OHCs		6,324	3,711	10,035	
Subtotal	84,526	154,869	32,412	271,807	
Fee ARRA Support Fee	4,625	9,256 ⁽²⁾ 348 ⁽³⁾	1,925 ⁽²⁾ 204 ⁽³⁾	15,806 ⁽²⁾ 552 ⁽³⁾	
Total	\$89,151	\$164,473	34,541 ⁽²⁾	288,165 (2)	

- (1) GSS, Pension, and Transfers to PRC costs are distributed to various RL PBSs.
- (2) The fee amounts for these periods have been unilaterally established by DOE.
- (3) ARRA cost projection for FH work to be performed for the OHCs increases the fee base in the estimated amounts shown, and the fee to be earned on the ARRA cost projection is at the RL and FHI mutually agreed fee rate of 5.5%.

Per direction from DOE, the pension contribution by the Contractor of \$33.7M was made in October 2008, encompassing the former PHMC. Funding for this contribution was provided by DOE in FY 2008. Pension estimates do not include any changes that would result from DOE N 351.1 or from GAM 94 mortality tables. Should pension contributions beyond these amounts be needed, DOE will either provide additional funding beyond that identified in Section B.4 above to cover the full value of the increased contribution or agree to a corresponding decrease in work scope equal to the full value of the overage. Should required pension contributions be less than these amounts, the Contractor shall identify the savings resulting from the decreased

contribution. DOE will determine the use of any cost savings associated with pension contributions below these amounts.

B. Fee

- 1. Pursuant to the fee schedule above, more or less fee may be paid out in a given year but in no case shall the paid fee exceed the fee amount in the "Total" column above.
- 2. Unearned fee that is not forfeited for failures to meet contract or performance-based incentive requirements shall be accrued, if appropriate, or recorded as a commitment.

C. Fee Pool Adjustment

If the estimated total cost for a fiscal year in the schedule set forth above in Paragraph A varies from the actual funding by more than plus or minus 10%, or the complexity of the target workscope changes significantly, the Contracting Officer may adjust the total available fee pool for that year based upon the Weighted Guidelines contained in the DOE Acquisition Regulations (DEAR).

- D. Estimated Cost and Fee Transition, Management, and Plan Sponsorship of Fluor Fernald, Inc., Defined Benefit Pension and Post Retirement Benefit (PRB) Plans.
 - The following subparagraphs apply to the work described in Section C.4.2.54 of the Statement of Work.
 - (a) Subject to the other provisions of this Contract, reasonable and necessary costs incurred by the Contractor to accept transfer of sponsorship, administration and management of the Fluor Fernald pension and PRB plans as identified in Section C.4.2.54 of this Contract (Legacy Plans), which are currently sponsored and administered by Fluor Fernald, Inc. under the Fluor Fernald Closure Contract DE-AC24-01OH20115, shall be reimbursable under this Contract. However, the parties understand that the costs necessary to effectuate the transfer to Contractor and to comply with all legal and regulatory requirements associated with the transfer shall be paid by Fluor Fernald, Inc. under the Fluor Fernald Closure Contract DE-AC24-01OH20115.
 - (b) Fee. The Contractor shall earn no incremental fee for sponsorship, management and administration of the Legacy Plans during the remainder of this Contract and during any extension to this Contract.
 - Absent the express, written approval of the Contracting Officer in advance, reimbursement of the aggregate annual contributions for pensions during a plan year shall not exceed the minimum funding standard under ERISA as amended by the Pension Protection Act of 2006.

B.5 SINGLE FEE

The parties formerly agreed to a single fee pool for the Contractor and Assigned Personnel (under teaming arrangements) under Clause B.4 of this Contract as originally executed. Pursuant to the Contractor's reorganization, the concept of "major subcontractor" as originally proposed is no longer applicable to this Contract. The Contractor agrees that it will not charge costs to the Contract representing any fee or profit for a subcontractor managing any work scope previously managed by a major subcontractor.

- **B.6** RESERVED
- **B.7 RESERVED**
- **B.8** RESERVED

Fiscal Month: 02

Financial Plan Number: 1

Contract Modification Number: 16EM000322

Rpt Entity: RL Richland Operations Office

Financial Plan Report - Detail with Appr Year

Site: RL

Page 1 of 2 Report: RFP0013

Report Generated on: November 17, 2015 at 08:54:29

RL13200 - Fluor Hanford Inc.

Appr Rpt Fund Leg	Legacy Obj. Loca		Legacy	Beginning		BA		Total
Year Entity Code FT Prog	ram B&R Class Use	Project WFO	Order Number	Uncosted Obs	Previous	Change	Revised	Available
2005 421101 00555 2Y 0000	000 0000000 00000 00000	0000000 0000000		487.46	0.00	0.00	0.00	487.46
	Total for Program P	nt/Control Point: 00000000		487.46	0.00	0.00	0.00	487.46
2005 421101 00555 2Y 1720	575 600303000 25400 042009	0000000 0420391 A	AGRG001085	-487.46	0.00	0.00	0.00	-487.46
	Total for Program Pa	t/Control Point: 600000000		-487.46	0.00	0.00	0.00	-487.46
	То	for Fund Type: 2Y		0.00	0.00	0.00	0.00	0.00
2005 421101 01250 TP 1110	608 EY1242111 32002 04210	0001520 0000000		2,772.00	0.00	0.00	0.00	2,772.00
	Total for Program Par	t/Control Point: EY1200000		2,772.00	0.00	0.00	0.00	2,772.00
2005 421101 01250 TP 1110	651 EY3542301 32002 04206	0001524 0000000		0.45	0.00	0.00	0.00	0.45
	Total for Program Par	t/Control Point: EY3500000		0.45	0.00	0.00	0.00	0.45
2007 421101 01250 TP 1110	843 EY5142301 32002 00000	0001524 0000000		-54,800.00	0.00	0.00	0.00	-54,800.00
2007 421101 01250 TP 1110	843 EY5142301 32002 04270	0001524 0000000		54,800.00	0.00	0.00	0.00	54,800.00
	Total for Program Par	t/Control Point: EY5142301		0.00	0.00	0.00	0.00	0.00
	То	for Fund Type: TP		2,772.45	0.00	0.00	0.00	2,772.45
2005 421101 00912 YX 172 ⁻	235 YN0100000 25400 04201	0000000 0000000		1,177.85	0.00	0.00	0.00	1,177.85
	Total for Program Par	t/Control Point: YN0100000		1,177.85	0.00	0.00	0.00	1,177.85
	То	for Fund Type: YX		1.177.85	0.00	0.00	0.00	1,177.85
2006 421101 00911 YZ 172 ⁻	310 YN1901000 25400 00000	0000000 0421357 1	TSKM4NA25278	-113,974.99	0.00	0.00	0.00	-113,974.99
2007 421101 00911 YZ 172	310 YN1901000 25400 00000	0000000 0421357 1	TSKM4NA25278	113,974.99	0.00	0.00	0.00	113,974.99
	Total for Program Par	t/Control Point: YN1901000		0.00	0.00	0.00	0.00	0.00
	То	for Fund Type: YZ		0.00	0.00	0.00	0.00	0.00
	Total for Recip	nt Code: RL		3,950.30	0.00	0.00	0.00	3,950.30
	Total for Reporting Entity: 4	01		3,950.30	0.00	0.00	0.00	3,950.30

Financial Plan Number: 1

Rpt Entity: RL Fluor Daniel

Contract Modification Number: 16EM000322

Fiscal Month: 02

Financial Plan Report - Detail with Appr Year

Site: RL

Page 2 of 2 Report: RFP0013

Report Generated on: November 17, 2015 at 08:54:29

RL13200 - Fluor Hanford Inc.

Appr Rpt Fund Leg	. .	Local		Legacy	Beginning		BA		Total
Year Entity Code FT Program		Use Project	WFO	Order Number	Uncosted Obs	Previous	Change	Revised	Available
2009 421701 01250 TP 1110460		420160 0001539	0000000	_	4,109.15	0.00	0.00	0.00	4,109.15
	Total for Program	Parent/Control Point:	EW1000000		4,109.15	0.00	0.00	0.00	4,109.15
2009 421701 01250 TP 1110820	EY5042111 25400 00	000000 0001520	0000000		46,762.00	0.00	0.00	0.00	46,762.00
2011 421701 01250 TP 1110820		000000 0001520	0000000	_	12,193.82	0.00	0.00	0.00	12,193.82
	Total for Program	n Parent/Control Point	:: EY5042111		58,955.82	0.00	0.00	0.00	58,955.82
2009 421701 01250 TP 1110826	EY5042121 25400 00	000000 0001521	0000000		45,682.66	0.00	0.00	0.00	45,682.66
2011 421701 01250 TP 1110826	EY5042121 25400 00	000000 0001521	0000000	_	2,197.02	0.00	0.00	0.00	2,197.02
	Total for Program	n Parent/Control Point	: EY5042121		47,879.68	0.00	0.00	0.00	47,879.68
2009 421701 01250 TP 1110842	EY5142130 25400 00	000000 0001522	0000000		160,555.12	0.00	0.00	0.00	160,555.12
2011 421701 01250 TP 1110842	EY5142130 25400 00	000000 0001522	0000000		64,000.00	0.00	0.00	0.00	64,000.00
	Total for Program	n Parent/Control Point	:: EY5142130		224,555.12	0.00	0.00	0.00	224,555.12
2009 421701 01250 TP 1110843	EY5142301 25400 00	000000 0001524	0000000		57,912.83	0.00	0.00	0.00	57,912.83
	Total for Program	n Parent/Control Point	:: EY5142301		57,912.83	0.00	0.00	0.00	57,912.83
2011 421701 01250 TP 1110849	EY5142401 25400 00	000000 0001525	0000000		31,317.49	0.00	0.00	0.00	31,317.49
	Total for Program	n Parent/Control Point	:: EY5142401		31,317.49	0.00	0.00	0.00	31,317.49
2014 421701 01250 TP 1111549	EY520111A 25400 00	000000 0001520	0000000		100,000.00	0.00	0.00	0.00	100,000.00
2014 421701 01250 TP 1111551	EY5201120 25400 00	000000 0001521	0000000		150,000.00	0.00	0.00	0.00	150,000.00
2014 421701 01250 TP 1111552	EY520113A 25400 00	000000 0001522	0000000		50,000.00	0.00	0.00	0.00	50,000.00
2012 421701 01250 TP 1111554	EY520130A 25400 00	000000 0001524	0000000		10,522.47	0.00	0.00	0.00	10,522.47
2014 421701 01250 TP 1111554	EY520130A 25400 00	000000 0001524	0000000	_	50,000.00	0.00	0.00	0.00	50,000.00
	Total for Program	n Parent/Control Point:	: EY520111A		360,522.47	0.00	0.00	0.00	360,522.47
2013 421701 01250 TP 1111556	EY5202400 25499 04	421415 0001525	0000000		4,507.13	0.00	0.00	0.00	4,507.13
2014 421701 01250 TP 1111556	EY5202400 25400 00	000000 0001525	0000000		132,653.00	0.00	0.00	0.00	132,653.00
2015 421701 01250 TP 1111556		421401 0001525	0000000		111,049.98	0.00	0.00	0.00	111,049.98
2016 421701 01250 TP 1111556		421401 0001525	0000000		0.00	0.00	120,000.00	120,000.00	120,000.00
AY 2016 - OBLIGATE FUNDS FOR CLOSEOU			=\/	_					
	l otal for Program	n Parent/Control Point	:: EY5202400		248,210.11	0.00	120,000.00	120,000.00	368,210.11
2009 421701 01250 TP 1111156		000000 0001523	0000000	_	46,762.00	0.00	0.00	0.00	46,762.00
	Total for Progran	n Parent/Control Point	:: FS5010010		46,762.00	0.00	0.00	0.00	46,762.00
		Total for Fund Type:	: TP		1,080,224.67	0.00	120,000.00	120,000.00	1,200,224.67
	Total for F	Recipient Code: RL			1,080,224.67	0.00	120,000.00	120,000.00	1,200,224.67
	Total for Reporting Entit	ty: 421701			1,080,224.67	0.00	120,000.00	120,000.00	1,200,224.67
	Tota	al for RL13200 - Fluor	Hanford Inc.		1,084,174.97	0.00	120,000.00	120,000.00	1,204,174.97